Bank of Baroda

Request for Proposal - Implement & Maintain Internet Payment Gateway (IPG) Solution

Bank of Baroda

23rd November 2015
RFP Reference: BCC:IT:PROC:107: 41

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	23rd November 2015
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Ruchirkumar Makwana, Manager (IT) 2. Contact No. - 022-66981556 / 3256 / 3237 3. Email: rfp.it.procurement@bankofbaroda.com 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7th Floor, Project Office, BKC, Mumbai - 400051
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	5:00 PM on 1st December 2015
4	Pre–bid Meeting	3:30 PM on 4th December 2015 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
5	Last Date of Submission of RFP Response (Closing Date)	3.30 PM on 21st December 2015 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
6	Eligibility Cum Technical Bid Opening Date	4:00 PM on 21st December 2015 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
7	Commercial Bid	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh Only)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a vendor for implementing and maintaining Internet Payment Gateway (IPG) Solution.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.7 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.8 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.12 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money as mentioned in "**[A] Important Dates – 8. Application Money"** by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Baroda, payable at Mumbai, which is non refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in "**[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)"** as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at

its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.5 Contract period

The Contract with the selected vendor will be valid for a period of 5 years from the date of purchase order. The contract will be deemed completed only when all the items contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

2.6 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP to **RFP Coordinator**.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "**[A] Important Dates**" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in "**[A] Important Dates – 3. Last Date of Written Request for Clarifications Before the Pre-bid Meeting"**

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.7 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is

not obliged to provide any reasons for any such acceptance or rejection.

2.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

2.9 Language of Tender

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

2.10 Formats of Bids

The vendors should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

2.11 Timeframe

The timeframe provided in point "**[A] Important Dates**" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.12 RFP Response Submission Details

Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

a) "**ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – RFP FOR IMPLEMENTING & MAINTAINING INTERNET PAYMENT GATEWAY (IPG) SOLUTION – TENDER REFERENCE NO. …….. SUBMITTED BY ……. ON …….. AT MUMBAI, DUE DATE ……**

VENDOR DETAILS:

NAME ……, EMAIL ADDRESS ……, CONTACT NUMBER ……" on the top of the sub-envelope containing the eligibility cum technical bid. The envelope should also have the Application Money Demand Draft / Banker's Cheque as per 2.1.1 and the EMD as per 2.13. This sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical Bid.

b) "**COMMERCIAL BID FOR BANK OF BARODA – RFP FOR IMPLEMENTING & MAINTAINING INTERNET PAYMENT GATEWAY (IPG) SOLUTION - SUBMITTED BY ……. ON …….. AT MUMBAI, DUE DATE ……**" on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing "**BID FOR BANK OF BARODA – RFP FOR IMPLEMENTING & MAINTAINING INTERNET PAYMENT GATEWAY (IPG) SOLUTION - TENDER REFERENCE NO. …….. SUBMITTED BY ……. ON …….. AT MUMBAI, DUE DATE ……"**

The RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set

Eligibility Cum Technical Bid

- Annexure 01 – Eligibility & Technical Bid - Table of Contents (list of document enclosed)
- Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- Annexure 04 - Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- Annexure 05 - Undertaking from the Vendor
- Annexure 07 - Conformity with Hardcopy letter
- Annexure 08 - Conformity Letter
- Executive Technical Summary:
- The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to providing Internet Payment Gateway (IPG) Solution ii) A summary of the Vendor's services related to the proposal that will be provided as a part of this procurement iii) Brief description of the unique qualifications of the Vendor iv) A summary on capabilities such as resources and past experience of providing such solution v) Response to the technical requirements in Annexure 11 explaining the technical specifications wherever required. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- Technical Proposal: The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily.
- Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying

conformance of the terms and conditions.

- Annexure 09 – Manufacturer Authorization Form.
- Annexure 10 – Undertaking on Information Security.
- Annexure 16 - Masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Vendor as part of the commercial offer except that the masked price bid **should not contain any financial information**.
- One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of submitted credential letters / Purchase orders / supporting documents.

Commercial Bid

- Covering letter on submission of Commercial bid
- Annexure 15 - Commercial Bid
- Annexure 07 - Conformity with Hardcopy letter
- One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.

IMPORTANT POINTS TO BE NOTED

a) The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point "**[A] Important Dates – 2. RFP Coordinator Name, Contact Details (Bank)**". The Bank has established a RFP coordinator to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.

b) The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.

c) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.

d) The proposal should be prepared in English in MS Word / Excel / Powerpoint format.

e) All letters must be addressed to the following:
The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

f) Only one submission of response to RFP by each Respondent will be permitted.

g) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

h) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.

i) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point "**[A] Important Dates – 9.Bid Security (Earnest Money Deposit)**". The earnest money deposit is required to protect the Bank against the risk of Vendor's conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring "Bank of Baroda" payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor withdraws its bid during the bid validity period.

Unsuccessful Vendor's - Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on earnest money deposit to unsuccessful Vendors.

Successful Vendor – Earnest money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The EMD of the successful vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

2.14 Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 15. The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

3. Project Details

3.1 Introduction and Project Overview

Bank of Baroda is one of the largest public sector bank (PSU) in India with a branch network of over 5000+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda is floating the RFP to select a vendor for implementing and maintaining Internet Payment Gateway (IPG) Solution.

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Vendors, hereafter called as 'Bidders / Vendors', to participate in the competitive bidding for entering into a Contract with the selected vendor for implementing and maintaining Internet Payment Gateway (IPG) Solution.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement for Implementing and Maintaining Internet Payment Gateway (IPG) Solution mentioned in Annexure 11. The participating vendor must agree all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank intends to implement Internet Payment Gateway solution as per banks requirement. Detailed scope is mentioned in Annexure-11.

Note:- Scope of supply also includes components, materials, accessories required to render the equipment's and systems offered complete in all respects even though every individual item may not have been specifically mentioned in the RFP. Bank will award the contract to the successful vendor who should deliver the solution with the detailed scope mentioned in the Technical Requirement in Annexure 11.

3.4 Hardware

The Vendor needs to size, design, procure, commission, and maintain the hardware and related software for the application required as per the RFP.

a) The Vendor should size for adequate hardware and related software. The Application & Database should be sized for Active- Active cluster solutions at DC & Active-Active cluster at DRC so that application / database can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

b) The hardware and related software sized for the applications should be redundant & scalable. All the components within the server should be hot swappable and should incur no downtime due to component failure.

c) All the core servers suggested should have dual power supplies and rack mountable. The power input to the power supplies will be from separate UPS. In case of failure of one power supply, the second power supply should be able to take the full load without causing any interruption in services.

d) All servers should have a minimum of dual 1000 Mbps Ethernet network interface cards (NIC) installed on different slots. Each NIC will be cabled from a different module on the switch using gigabit speed cabling.

e) Storage and Backup option should be external as per the solution proposed by the vendor. The vendor as part of technical proposal should provide a solution with external storage and external backup options. The proposal should clearly indicate the external storage capacity in detail. Bank would use the existing infrastructure for both external storage and backup hence the vendor need not quote these in their commercial proposal.

f) The Vendor is responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing quoted by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank will not pay any additional amount during the period of the contract.

g) Required hardware and related software (like OS, Database etc.) for the solution should be quoted and will be considered as a part of TCO for the purpose of evaluation. However Bank has sole and absolute discretion not to procure Hardware and related software from the vendor as the Bank may use existing IT infrastructure or procure separately / directly.

h) End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the contract period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.

i) As clustering is required for both application and database the Operating System and Database should be accordingly factored. Non Compliance in adhering to the licensing policy would be responsibility of the vendor.

Enterprise license on proposed Solution (IPG)

- The license for the solution to be Enterprise level for all the modules offered without any constraint on number of branches or users for the Bank‘s Operations and its RRBs and subsidiaries and to support new channels during the contract period.
- The solution to be installed at Bank’s Data Centre and Disaster Recovery centre.

The Vendor will implement and maintain the complete IPG Solution requirements in terms of Application, Servers, databases, and any other equipment required to implement the solution.

3.5 Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.

3.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12 that details the service levels.

4. Evaluation process

A two stage process is adopted for selection of the vendor:

- Stage 1 –Eligibility Cum Technical Bid
- Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

4.1 Eligibility Cum Technical Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

<table>
<tr><th>Criteria</th><th>Evaluation Parameters</th><th>Sub Scores</th></tr>
<tr><td rowspan="3">The number of Implementations completed (In the last 3 years) **</td><td>For each Implementation</td><td>2</td></tr>
<tr><td>Additional Marks for implementation in any Banking / Financial / Insurance Sector in India. Proof of such work and completion of implementation should be submitted along with the response.</td><td>2</td></tr>
<tr><td>Maximum marks</td><td>10</td></tr>
<tr><td>Product Demonstration / Presentation cum interview</td><td>Demonstration at Bank end and / or Client visit where the proposed solution is implemented. Evaluation on the following Parameters
<table>
<tr><th>Parameters</th><th>Max Marks</th></tr>
<tr><td>Quality of Presentation</td><td>5</td></tr>
<tr><td>The Technical features as part of Technical Requirement is available as part of the present solution or needs to be customizable.</td><td>40</td></tr>
<tr><td>Scalability - Future</td><td>5</td></tr>
</table></td><td>50</td></tr>
<tr><td>Technical Criteria</td><td>Demonstration of in-depth understanding of the Bank</td><td>40</td></tr>
</table>

Criteria	Evaluation Parameters	Sub Scores
compliance as per Technical Specification (Annexure 11)	project requirements through the submitted technical proposal. The Technical features as part of Technical Requirement is available as part of the present solution or needs to be customizable. Demonstration at Bank end and / or Client visit where the proposed solution is implemented.	
TOTAL MARKS		100

***** Copies of Work order and client reference to be provided. Credentials and other evaluation criteria will be computed as of RFP Date***

The vendor should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the site visited are negative or the solution does not meet Bank's technical / functional requirement.

4.2 Commercial Bid Evaluation

The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors. The commercial bids submitted by vendors will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the territory wise L1 (Lowest Vendor) would be arrived at.

The decision of the Bank shall be final and binding on all the vendors to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

5. Terms and conditions

5.1 General

5.1.1 General Terms

5.1.1.1 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.

5.1.1.2 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.

5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.

5.1.2 Rules for Responding to this RFP

5.1.2.1 All responses received after the due date / time as mentioned in **"[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)"** would be considered late and would be liable to be rejected.

5.1.2.2 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids

5.1.2.3 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

5.1.2.4 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

5.1.2.5 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

5.1.2.6 The vendor may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.

5.1.2.7 The vendor is required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the vendor does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

5.1.2.8 In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.

5.1.2.9 Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.

5.1.2.10 Vendor must furnish requirements as per the formats provided in the RFP document.

5.1.2.11 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.

5.1.2.12 In the event the Bank has not asked for any quotes for alternative prices, and the vendor furnishes the alternative price in the vendor's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

5.1.2.13 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Vendor. The same item has to be supplied by the Vendor free of cost

5.1.2.14 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.

5.1.2.15 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.

5.1.2.16 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

5.1.2.17 The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

5.1.2.18 If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

a) Bids submitted by holding company and its subsidiary

b) Bids submitted by two or more companies having common director/s

c) Bids submitted by two or more partnership firms / LLPs having common partners

d) Bids submitted by two or more companies in the same group of promoters/management

e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.3 Price Bids

5.1.3.1 The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Vendors post the completion of the technical evaluation

5.1.3.2 The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.

5.1.3.3 The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Service Tax, VAT / CST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi /entry tax will be paid on actual on production of original receipt. Though the equipment for Internet Payment Gateway (IPG) Solution would be at Bank premises, or any location identified by Bank, vendor shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff. Hence the vendor will bear the risk of loss if any, till the ownership has passed to Bank. There will be no price escalation for

during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, service tax and any taxes introduced instead of Service tax, VAT and levies associated to Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or CST &entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate

5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor". Vendor should ensure that the project should not suffer for any reason.

5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a five year period. However the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be

adjusted on a prorate basis.

5.1.4 **Price Comparisons**

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except Service Tax, VAT / CST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi /entry tax will be paid at actuals on production of original receipt. There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful vendor will be determined on the basis evaluation mentioned in Clause 4 above.

5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed vendors to resubmit the technical bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5.1.4.4 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the vendor should necessarily include the following:

5.1.4.4.1 Minimum of three year comprehensive Product warranty covering all parts, service visits to the concerned Branches / Offices etc and three years onsite service warranty. The Warranty should include all costs that the original manufacturer would charge the vendor and also include repair and maintenance of all HW parts other than on account of replacement due to abnormal site conditions of Force Majeure;

5.1.4.4.2 Yearly preventive maintenance (if required) in consultation with the Banks team of all the equipments needs to be conducted which should interalia include cleaning of inside and outside of all equipments during warranty period. Preventive Maintenance will include replacement of worn-out parts etc. Vendor will have to maintain HW after the warranty period, for a minimum period of 2 years. In case equipment is taken away for repairs, the Vendor shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Vendor shall give an undertaking that sufficient quantity of

spares will be kept as stock during the warranty period at their support office across the country. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country.

5.1.4.4.3 Transportation, forwarding and freight charges of all equipment to the site;

5.1.4.4.4 Prices quoted by the Vendor should be inclusive of all taxes, duties and levies etc. except Service Tax, VAT / CST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid at actuals on production of original receipt. The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).

5.1.4.5 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.

5.1.4.6 The Vendor must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

5.1.4.7 End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the contract period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

5.2.1.1 Vendors are required to give an earnest money deposit of an amount as mentioned in **"[A] Important Dates – 9. Bid Security (Earnest Money Deposit)"** by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 6 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank

5.2.1.2 Offers made without the Earnest money deposit will be rejected.

5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:

5.2.1.3.1 In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.3.2 In case the vendor refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

5.2.1.3.3 In case the Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

5.2.2 **Performance Guarantee**

5.2.2.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

5.2.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

5.3 Others

5.3.1 The solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.

5.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

5.3.3 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.

5.3.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not

willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

5.3.5 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

5.3.6 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the solution to be supplied in response to this RFP shall meet the proposed vendors requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

5.3.7 The Vendor shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.

5.3.8 All terms and conditions, payments schedules, time frame for expected service

levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

5.3.9 The Bank and the vendor covenants and represents to the other Party the following:

5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

5.3.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

5.3.10 The execution, delivery and performance under an Agreement by such Party:

5.3.10.1 Will not violate or contravene any provision of its documents of incorporation;

5.3.10.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

5.3.10.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

5.3.10.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

5.3.11 The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

5.3.12 It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.

5.3.13 The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors

5.3.14 The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.4 Other RFP Requirements

5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.

5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.

5.4.4 Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates – 2. RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.

5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of

offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.

5.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase

5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

5.4.9 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.

5.4.10 Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities

5.4.11 Details of Sub-contracts, as applicable – If required by the Bank, VENDOR’s should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the vendor, the vendor shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

5.4.12 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.

5.4.13 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be

arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.

5.4.14 The Vendor getting the contract shall install the HW at Bank's Mumbai and Hyderabad locations.

5.4.15 Vendor should ensure that the HW delivered to the Bank including all components and attachments are brand new.

5.4.16 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

5.4.17 Manufacturer's Authorization Form (Annexure 09) – The Vendor should furnish a letter from original equipment manufacturer authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP. Further the Vendor

5.4.18 Undertaking on Information Security (Annexure 10) - The Vendor should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for HW and also the solution supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.

5.4.19 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

5.4.20 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided

by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner

5.5 Terms of Reference

5.5.1 Delivery

The Internet Payment Gateway (IPG) Solution must be implemented as per project scope within a period of 3 months in totality from the date of placing of purchase order by the Bank. However the solution needs to be rolled out in phases as explained in Annexure 11.

In case the deadlines are not met then the vendor will have to pay penalty to Bank of Baroda @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

5.5.2 Warranty

The entire HW covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for all HW and accessories supplied. Vendor will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.
- Vendor will have to upgrade the OS (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the banks team.
- In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.
- In case of significant failures of specific component entire HW has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises

5.5.3 Payment Terms

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

a) Delivery of Hardware/Appliances

- 70% of the total cost on delivery of HW plus 100% of VAT / CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:

  a) Original delivery Challans dully stamped and signed by the Bank Official.

  b) Original receipt of Octroi / entry tax etc wherever applicable.

- 20% of total cost on successful installation of the hardware and applicable Service Tax (if any).

  SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.

  20% of the HW cost and applicable Service Tax (if any) after two months on delivery of HW

  The required documents to be provided along with original invoice:

  a) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the vendor representative.

  b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.

- Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

b) Software Licenses

- 90% of the total cost on delivery of Software Licenses plus 100% of VAT / CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:

  a) Original delivery Challans dully stamped and signed by the Bank Official.

  b) Original receipt of Octroi / entry tax etc wherever applicable.

- 10% of the total cost after Phase I go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

c) Implementation Cost (OTC)

- 30% after Phase I go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 30% after Phase II go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 30% after Phase III go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 10% after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

d) AMC / ATS – Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager

e) Onsite Support Charges – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by IT Dept., BCC as per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

6. General Terms and Conditions

6.1 Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

6.2 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

6.5 Assignment

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a

waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

- Relates to the Disclosing Party; and
- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.
- "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as

confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality. The prior permission of bank is mandatory for any assignment by vendor to any other parties.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the hardware / software provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and

bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

- Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party

  a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control

  b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

  c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

  d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

  e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;

c) is furnished by others to the receiving party without restriction of disclosure;

d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the

Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

6.8 Termination

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavours to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

- Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 Publicity

Any publicity by the vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

6.10 Solicitation of Employees

The selected vendor, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

6.11 Inspection of Records

All vendor records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.12 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

6.13 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may

occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.14 Order Cancellation

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.
- Failure of the vendor make good the situation within the remedy period
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the

date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

6.15 Indemnity

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

The Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Vendor in the defence and settlement of the claims.

However, (i) the Vendor has sole control of the defence and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

6.16 Corrupt and Fraudulent Practices

6.16.1 As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

Vendors responding to this RFQ need to sign the Integrity Pact (IP) as per attached Annexure 17 which will be also signed by Banks representative.

6.16.2 The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

6.16.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the

firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.17 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.18 Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the Vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the HW by the Bank. The vendor should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

6.19 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

6.20 Service Level Agreement and Non Disclosure Agreement

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

6.21 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).

- It is not properly or duly signed.
- It is received through Telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP

6.22 Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP.

Under no circumstances BOB shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

6.23 Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager (IT) at gm.it.bcc@bankofbardoa.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

7. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	**Vendor to provide**
2	Eligibility criteria compliance with vendor comments	**Annexure 02**
3	Credential letters / Purchase orders / Supporting documents	**Vendor to provide**
4	Application Money Demand Draft	**Vendor to provide**
5	Bid Security Letter	**Annexure 03**
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	**Vendor to provide DD** **Or** **Annexure 04**
7	Undertaking Letter	**Annexure 05**
8	Conformity with Hard Copy	**Annexure 07**
9	Conformity Letter	**Annexure 08**
10	Manufacturer Authorisation Form	**Annexure 09**
11	Undertaking of Information Security	**Annexure 10**
12	Executive Technical Summary	**Vendor to provide**
13	Copy of the tender document along with the addendum duly sealed and signed on all the pages of the document.	**Vendor to provide**
14	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	**Vendor to provide**
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid **should not contain any financial information)**	**Annexure 16**
16	Integrity Pact	**Annexure 17**
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	**Vendor to provide**

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #
Date:

Commercial Bid envelope to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter on submission of Commercial Bid	**Vendor to provide**
2	Conformity with Hard Copy	**Annexure 07**
3	Commercial Bid	**Annexure 15**
4	CD containing soft copy of the commercial bids	**Vendor to provide**

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #
Date:

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	**General**		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or limited company.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory or Regulatory Authorities since 1st April 2013 till date		Letter of confirmation (self certified letter)
3	The Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter)
4	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor		Letter of confirmation (self certified letter)
5	The Bidder may be an Original Solution Developer (OSD) or Original Equipment Manufacturer (OEM). If OSD is partner with OEM, then OSD will be single point of contact for Bank for the entire project.		Letter of confirmation (self certified letter)
B	**Financial**		
1	The Bidder must have registered a turnover of Re. 25 Crore or above in each year during the last three completed financial years – 2012-13, 2013-14 and 2014-15* (Not		Audited Financial statements for the financial years 2012-13, 2013-14 and 2014-15*.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	inclusive of the turnover of associate companies)		Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years - 2012-13, 2013-14 and 2014-15*		Audited Financial statements for the financial years 2012-13, 2013-14 and 2014-15* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
C	**Technical**		
1	The bidder should be ISO 9001 and ISO 27001 certified. The proposed payment gateway and access control server solution should be PCI DSS certified.		Copy of relevant Certificates
2	If vendor (partner of Original Solution Developer (OSD) / Original Equipment Manufacturer (OEM)) is not able to fulfill its obligation to support the solution / product during the contract period, OSD / OEM will have to ensure support as per contract. An undertaking from the OSD / OEM to this effect must be submitted		Separate Letter of confirmation (as applicable) from OSD / each of the OEMs need to be submitted.
3	Must have authorization from OSD / OEM (as applicable) to quote for their products.		Separate Letter of authorization (as applicable) from OSD / each of the OEMs
4	If OSD is bidding directly they cannot submit another bid with any vendor		Letter of confirmation from OSD in case if OSD is bidding directly
5	One vendor can bid only with one OSD and similarly one OSD can bid with only one vendor		Letter of confirmation from the vendor and OSD

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
D	**Experience & Support Infrastructure**		
1	Bidder should have implemented and/or managed Payment Gateway Solution successfully for minimum 02 years, during the last 03 years for at least 02 Banks, out of which at least 01 should be Scheduled Commercial Banks.		Documentary Proof to be attached along with order / contract copy and a self certified letter.
2	Bidder should have experience of deployment of monitoring and management solution of Payment Gateway and Integration of third party website hosted merchants like GoDaddy		Supported by letter of reference along with Copies of the Service Contracts wherever entered.
3	The Bidder should have daily transaction processing volume of not less than Rs.1Lacs (One Lacs) and Rs. 2Lacs (Two Lacs) in case of joint bidder during last two financial years (2013-14 and 2014-15)		Letter of confirmation (self certified letter)
4	Must be Certified company.		Copies of certificate and relevant documents.

* If 2014-15 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2011-12 along with an undertaking letter from the bidder that the 2014-15 Statements are not audited)

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 03 - Bid Security Letter

1. WHEREAS, …… (hereinafter referred to as "Vendor") has submitted its proposal and response dated……(hereinafter referred to as "Bid") for the supply, installation & maintenance of all the requirements described in the Request for Proposal No. …….. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.

2. We …… …… …. having our registered office at ……(hereinafter called the 'VENDOR') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No._____ dated _____ [drawn on/ issued by] _____ _____ (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda for consideration of the Bid of the above mentioned Vendor.

3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:

   a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or

   b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -

      i. Fails or refuses to execute the contract form if required; or

      ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Vendors.

   Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.

4 The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.

5 The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

6 The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

Dated this.....day of.....

Place:

Date:

_____

Seal and signature of the Vendor

Annexure 04 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS _____ (hereinafter called "the Vendor") has submitted its bid dated_____ (date of submission of bid) for providing Windows based servers and its components in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE_____(name of bank) of _____ (name of country) having our registered office at_____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Baroda (hereinafter called "the Purchaser") in the sum of_____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of_____ , 20___.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
   a) fails or refuses to execute the mutually agreed Contract Form if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
b) the total liability of Bank under this guarantee shall be limited to Rs._____/- (Rupees _____ only).

Place :

SEAL Code No. SIGNATURE.

NOTE:

1. VEDNOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

Annexure 05 – Undertaking

To

The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP - Implement & Maintain Internet Payment Gateway (IPG) Solution

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

      i. Name and Address of the Agent

      ii. Amount and Currency in which Commission paid / payable

      iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this……..by ……20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

Annexure 06 - Comments Format

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No: e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #
Date:

Annexure 07 – Conformity with Hardcopy Letter

(***This letter should be on the letterhead of the bidder duly signed by an authorized signatory***)

To

The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP - Implement & Maintain Internet Payment Gateway (IPG) Solution

Further to our proposal dated ……., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as **"RFP"**) issued by Bank of Baroda (**"Bank"**) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 08 –Conformity Letter

(***This letter should be on the letterhead of the bidder duly signed by an authorized signatory***)

To

The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP - Implement & Maintain Internet Payment Gateway (IPG) Solution

Further to our proposal dated ……., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 09–Manufacturer Authorization Form

(***This letter should be on the letterhead of the OEM/ Manufacturer duly signed by an authorized signatory***)

To

The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

We …… (Name of the Manufacturer) who are established and reputable manufacturers of …… having factories at ……, ……, ……, …… and …… do hereby authorize M/s …… (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

The model(s) / product(s) ..... proposed in this rate contract is covered under 5 Yrs (3 YrsWty + 2 Yrs AMC) onsite comprehensive support from the date of installation of product.

We hereby extend our guarantee and warranty during this 5 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

We assure you that in the event of M/s …… not being able to fulfill its obligation as M/s …… vendor in respect of the warranty and AMC terms defined in the RFP, …… (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorised Signatory

(Name:

Phone No. Fax E_mail)

Annexure 10–Undertaking of Information Security

(***This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement***

To

The General Manager (IT)
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP - Implement & Maintain Internet Payment Gateway (IPG) Solution

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 11–Technical Requirement (Project Scope)

A. Project Scope

Bank will award the contract to the successful vendor and the vendor should deliver the service with the following scope:

1. Broad Scope of Work

1.1. A vendor should act as a System Integrator for providing an end to end Payment Gateway Solution that supports and enables e-payments and e-commerce on a CAPEX model, including hardware, operating system, application software, fraud monitoring, merchant reconciliation, settlement system, database, middleware, third party utilities, if any and installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The solution is to be made available in Bank's DC and DR site

1.2. The License for the solution to be Enterprise which means unlimited client licenses for the Bank, RRBs and subsidiaries, unlimited number of merchant integration , mode of e-payments and to support new mode of e-payments during the contract period.

1.3. The vendor is expected to provide the Solution, including hardware, middleware, facility management, training, third party utilities and installation, testing, migration, providing requisite interfaces and provide technical support for a period of five years. The five year period consists of warranty and subsequent AMC/ATS period, from the date of implementation.

1.4. Implementation of the proposed solution should be completed within 3 months of the acceptance of order.

1.5. The proposed solution should be easy-to-use/ pluggable on merchant/ biller platform, configurable, scalable, and compliant with various standards like PCIDSS, PADSS etc. The proposed solution should be able to process multi mode of transactions -Debit/Prepaid cards -(Visa, Master, Rupay), Credit cards-(Visa, Master, AMEX, Diners, JCB, Discover), Internet Banking/ Wallet, Cash Cards, Mobile Payments, EMI, IMPS & transaction originating from various channels like Web, Mobile, IVR, etc.

1.6. By means of diagrammatic / pictorial representations, the Vendor should provide complete details of the hardware, software and network architecture of the end to end Payment Gateway Solution offered, including the project plan for go live. Vendor to also provide security setup proposed in the solution and various layer of risk identification and mitigation measures.

1.7. The complete solution should be benchmarked for minimum TPS of 100 and with processing of 1 lakh transactions daily. The proposed solution should be highly scalable as per the Bank's business demands and forecast.

1.8. The selected vendor should also support the requisite certifications, integration, and maintenance, compliance, etc. and day to day operations on 24*7*365 basis.

1.9. The selected vendor should host the solution at Bank's premise/ advised premise in High Availability mode, along with DR and a minimum uptime time of 99.50 %

1.10. The vendor shall do proactive monitoring and do capacity planning at regular intervals and advise the Bank on Hardware /Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade or Hardware upgrade during the contract period.

1.11. The selected vendor should provide a separate Test/ Development /UAT environment.

1.12. The vendor shall ensure that, in case any of the deployed hardware, infrastructure has reached end of lifecycle/ end of support during the contract period, the vendor shall ensure its replacement with no additional cost to the Bank. The IPG solution should be scalable as and when desired by the Bank during the contract period.

1.13. The proposed solution to integrate with the Bank's CBS and route the transactions to the payment interchanges VISA, MasterCard, NPCI etc. directly with no dependency on the Bank's ATM switch.

1.14. The solution should have comprehensive inbuilt fraud monitoring solution for Merchant risk profiling, transactions. Rules are required to be configurable, with alerts and actions to be defined. The alerts to be integrated with the Bank's SMS and e-mail gateway

1.15. The vendor / provider shall give an undertaking for the proposed solution to comply with all payment networks VISA/MASTERCARD/NPCI or any RBI regulations where ever applicable.

1.16. The vendor should get the activities and or functions audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI, Reserve Bank of India or any other statutory body, where ever applicable. Cost of such audit would be borne by the bank.

1.17. The Payment Gateway solution should provide the following basic features / functionalities:

- Transaction processing on real time basis
- Support transaction types of sale, purchase ,auth, pre-Auth etc, through various channels i.e web, mobile ,IVR etc.
- Generate file for staging to Payment Networks – VISA, Master Card, NPCI etc.
- Generate/support chargeback handling, representation and associated dispute management
- Built in real time Fraud Monitoring system
- Merchant Application Processing
- Merchant Integration and Management
- Customizing/ Imposing risk rules at various levels/ frequency
- Second factor authentication like 3D Secure/VbV, Paynet, Master Card Secure etc.

- Process Risk and Compliance
- Comprehensive Reconciliation to handle Interchange, Merchant Settlement, Chargeback's, etc.
- Comprehensive Reporting and MIS capability
- Comprehensive Real time Transaction Monitoring, Advices and Alerts.
- Comprehensive Auditing and Journaling
- Web Interface for Administrators and reports
- Adherence to regulatory and statutory guidelines.

1.18. The landing page should be a secure page where merchant can show options to process payment through following channels:

- Bank of Baroda OUNS debit/credit card customer transactions
- Bank of Baroda Net Banking
- Other Bank Debit card
- Other Bank Credit card
- Debit card + ATM PIN
- Net banking (through Aggregator)
- IMPS
- Other Aggregators

1.19. The solution should support other payment options as under:

- Mobile Banking (IMPS -Pull / Push & merchant payment)
- Prepaid cards
- Mobile wallet
- Interactive Voice Response (IVR)
- Mail order & Call Centre
- Retail
- EMI
- Pre-Auth Processing
- Recurring Payment
- Cash Cards

1.20. An essential component of the implementation will be the integration with Bank of Baroda existing systems and features, not limited to the following:

a) Core Banking Platform - Finacle

b) Integrated Payment Hub / Middleware

c) Interfacing with various ERP Solutions of Bank's Clients.

d) Interfacing with the Bank's ATM Switch

e) Interfacing with the Bank's Credit card system

1.21. The system architecture to support any future integration of IPG with other subsystems without major change with plug and play features. Necessary Application Programming Interface (API), Web Services and Software Development Kit (SDK) is required to be shared with the Bank Existing merchant migration to the proposed solution should be easily carried without any major change at merchant end.

1.22. The API kit for integration with the merchant's website should have a landing page from the merchant's website to ease the migration process of the existing merchants. The Payment Page should able to capture CAPTCHA, should use Secured Socket Layer (SSL) encryption, should contain Bank and Merchant Branding, Customizable Cascading Style Sheets (CSS) & Label. The integration setup should support server to server communication, query the payment gateway database for transaction status.

1.23. The architecture should reduce or remove the dependency of technology kit for merchant integration, support various platforms i.e. Magento, PHP, ASP,ASP.NET, JAVA, Perl, ROR, NOTE and shopping cart API in (i.e. Cubecart, Joomla, opencart, oscommerce, xcart, cs cart, zen cart, wordpress, whmcs, nop commerce, martjack, buildabazar, drupal, interspire, magento go, moodle, prestashop, virtuemart) etc. which are currently available in market..It should also support mobile platforms like Android, iOS, Windows. PG transaction page should be designed using responsive web design approach. Further it should optimize the page for any device viz smart phones, tablets, desktops and laptops.

1.24. System to support calculation of MDR at the time of transaction i.e when MDR is borne by Card holder & on the basis of Card Type allowed (Visa,MC,Rupay,AMEX,other), system to support MDR calculation card wise, category wise and support for percentage(%) with configurable min, max amount, configure MDR on various types of cards -Local Debit, Credit card , Foreign card, Commercial card etc This should be calculated at transaction time and apply the MDR accordingly. Also allow MDR for different amount range of transactions. For eg: As per RBI mandate for Local Debit transaction between 0 to Rs. 2000 MDR will be 0.75% +S.T., for 2001 to 5000 - 1%, for 5001 to 10000 - 1.1 % , 10000 and above 1.2%. Option is to be made available to calculate the Service tax at merchant end with configurable Y,N. Option for creation of new MDR slab also should be available, so in case of future requirement it can be customized at Bank level. This is a pre-requisite and essential feature of IPG

1.25. The solution should provide comprehensive reporting system. Report/s should be available in various format like- pdf, xlsx, html, csv, txt. etc. The report format must be flexible to customize and can run on multiple templates as per the Bank's requirement.

1.26. The solution should have ability to generate various MIS reports as per regulators / statutory requirements. Vendor to arrange for necessary customizations wherever required during the contract period.

1.27. The solution should provide comprehensive Dispute Management System.

1.28. The vendor shall ensure that deployed hardware and software are current and do not reach end of support/ lifecycle by its OEM, during the entire period of the contract.

1.29. Vendor should provide the complete documentation including technical, operations, user manual, etc.

1.30. Mandatorily comprehensive training (technical and functional separately) to Bank Staff, at least once in a year during the contract period. The batch size for technical training shall be 05 and that for functional shall be 10.

1.31. Implementation of the solution, migration of the existing merchants and the data to the new solution without any disruption to services, support for launch of services, including requisite certification, compliance, etc.

1.32. Post Implementation support

1.33. Escrow of application software

1.34. Benchmarking of proposed solution if desired by Bank.

1.35. The vendor has to enter into a Service Level Agreement with the Bank.

1.36. Deployment of 24 X 7 X 365 monitoring / proactive monitoring, technical and functional support team with skilled man-power for support & monitoring. The monitoring and technical/ functional support team size deployed by the vendor should be increased with the increasing volumes. Monitoring team should have the capacity to understand the gravity of application triggers/ alerts and escalate/ resolve it accordingly.

2. Merchant Management, Integration, On-boarding and Risk profiling

2.1. Complete On-boarding of merchant facility and parameterised as per the Bank's requirement. On successful On-boarding automatically generate and email Merchant welcome letter.

2.2. Merchant definition to be based on:

- Channel
- Type of integration
- Type of cards accepted
- Type of transactions accepted

2.3. Merchant status on the basis of the integration from the following options –

- Active
- Inactive
- Test (under pilot)

2.4. Configuring Merchant ID should capture following information: Merchant type, Merchant Name, Address, URL, e- Mail, Contact No, MCC, MPI- ID,3D Secure -Y,N

Account no, allowed Currencies, e Banking -Y,N, mode of payments to be permitted, mode of transactions to be permitted, Types of cards to be permitted – Debit, Credit, Commercial, Interchanges to be permitted –Visa, Mastercard, RuPay etc, Transactions to be permitted- Domestic, International.

2.5. Merchant wise configuration of MDR slabs, allow various cards MDR -Local Debit, credit card, foreign card, commercial card etc card wise, category wise and support for % with min, max amount, allow various cards MDR -L Debit Credit Card , Foreign card, Commercial card etc. & this MDR calculation is to be carried out at transaction time and apply the MDR accordingly.

2.6. Merchant wise limit on per transaction, currency, no of transactions per card, parameter for allowed limit - daily, weekly, monthly, period to be defined by bank.

2.7. Configurable and Risk profile scoring system to assess merchant profile before on-boarding

2.8. At the time of transaction Check merchant wise negative BIN list -Y,N, block BIN, card -Y,N, card type allowed - domestic -Y,N. , international -Y,N, commercial -Y,N

2.9. Facility to check duplicate merchant applications.

2.10. Setting up of handling Fee Plan with alert mechanism on due date of differential fee structures for merchant/ group of merchants. Fee components include: –

- Application or set-up fee
- Security Deposit
- Reserve Rolling
- Minimum Use fee
- Statement fee
- Discount rate fee
- Annual Maintenance Contract (AMC)
- Pass through Cost Plus pricing
- Add on module-fees
- Transaction fee – may be fixed amount per transaction or a percentage of the transaction value or both – may vary from merchant to merchant

2.11. Hierarchy driven set-up of merchants is required for assignment accesses and reports at various levels

2.12. Control on transaction processing needs to be assigned based the status of the Merchant

2.13. There should be customized template option of payment page. Payment page should contain Debit Card, Credit Card as well as net banking payment option and the other options mentioned at point no. 1.18 and 1.19. Net banking customisation should be there to add any of our aggregator(like Citrus, Paytm, billdesk). In payment page for net banking payment option, one time integration should be done with all of our aggregators & depending on Bank's discretion, the aggregator will be

allotted to the merchant. Provision for bank charges calculation for net banking with service tax should be there.

2.14. API for iFrame through which card credentials, accept payment on merchant check out page are accepted. iFrame integratrion should allow customer to make secure payment without leaving merchant's website

2.15. For integration, a standard parameter /input file to the merchant will be provided wherein the details will be captured and provision of configuration for this is required in the solution. With this the integration with the merchant should be completed in one step.

2.16. Direct support for first time integration, technical issue resolution, training and manual for support is required. Merchant integration process manual and demo is required to be provided by the vendor

2.17. Reports/error log description, which would help the technical support team to trouble shoot at the time of merchant integration

2.18. The proposed solution to provide admin module with the following features:

- Add card type for individual merchants.
- Add currency / country for individual merchants.
- Set velocity check / threshold limit, value and volume for individual merchants on per transaction, total daily limit, monthly limit (period to be self-defined by bank).
- Other configurable parameters as explained above.

3. Technical functionalities to be supported by the proposed solution

3.1. The proposed IPG switch to be certified with VISA , Mastercard and NPCI etc for credit & debit card acquiring. The solution to have the capability of full fledged switch, maintain BIN table and directly interface with the Payment Networks.

3.2. The Solution to have feature to apply the mandates and update the BIN table of the Payment networks periodically.

3.3. Payment Gateway should be capable to facilitate integrations for Verified by Visa, Master Card Secure Code, OTP and other guidelines issued from time to time by regulatory bodies and interchanges i.e. MasterCard, Visa, NPCI etc.

3.4. To support various formats of integration – ISO 8583, web services, API etc for integration with different systems

3.5. Process transaction only if specified validations are fulfilled :- merchant per transaction limit, currency wise, no of transactions per card, allowed limit - daily, weekly, monthly,. check negative BIN list -Y,N. check block BIN, card -Y,N. card type wise (i.e. Visa /Master) allowed - domestic -Y,N. , international -Y,N, commercial -Y,N.

3.6. System to support the following

- Blocking of BIN’s at MID level and system level

- Add/Withdraw Cards, BIN & IP to Block List

3.7. The following channels of transactions need to be supported –

- Online (SSL-Card details taken on our web page)
- MOTO (Card details taken on merchant web page)
- Standing instruction / Recurring billing
- IVR

3.8. The transaction types to be supported for merchant and Bank both: Sale, Refund (Full / Multiple Partial), Void, preauthorization, authorization, Inquiry, reversal. The solution should able to refund the transaction amount instantly to the customer account for the original debit before settlement period for void or order is cancelled by the customer.

3.9. Platform to be supported for processing the transactions:

- API
- File uploads
- Direct action of transaction through web interface provided (Merchant and Back office)

3.10. Validation enabled for checking, validating and taking action of whether transaction needs to be approved or rejected at Merchant level in case of any tampering of value on 3D secure leg of the transaction for both online IVR and e-commerce transactions.

3.11. Ability to show the current and past approval rate on Payment gateway, merchant wise, product wise.

3.12. Convenient access via web Interface to various reports online/ offline/ real time transactions/ biller/ settlement / usage/ charge back claims, status, summary, etc. and admin interface for parameterization, monitor, control, etc.

3.13. File Log – All transaction has to be logged in to a flat file with a proper delimiter and in encrypted format with reset, enable /disable option.

3.14. Database log – All transaction has to be logged in to database with all required data with reset, enable /disable option.

3.15. The log setting should be changed through the configuration manager using a front-end. Any one log should always be available; no transaction should be performed without log. All logs data should be encrypted and stored, only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log with reset, enable /disable option.

3.16. Quick screen log – should show all transaction messages on screen, should have at least 100 transaction record on screen with limited data with no compromise to security. Option to clear the on screen log should be available to wipe the data as and when required with reset, enable /disable option.

3.17. The solution should be able to provide different types and level of rights and access to various interfaces, web interfaces, databases, reports and functionalities to different teams, as desired by the Bank from time to time.

3.18. The solution's admin interface should implement the changes on four eye principle i.e. maker -checker. The activity requiring maker checker should be definable by the Bank.

3.19. The solution should allow the administrator to monitor critical activities like – user addition, user profile changes, and parameter / configuration changes and also should be capable of triggering alerts for the same. Additionally, it should also monitor all user activities on regular basis and on any deviation alert should be triggered. View and maintain lookup and 3D secure Mapping.

3.20. The solution should provide secure web interface to merchant/ billers/ partners for viewing of transaction/ transaction status/ upload and downloads of files (file fields and formats should be customizable for merchant/s i.e. vary from merchant to merchant in secure manner.

3.21. The system should support online/ real-time comprehensive and customizable management dashboard.

3.22. The solution should provide comprehensive audit trail and logging for various activities like– reporting, admin, transaction processing, userids etc. at various stages of transaction flow.

3.23. The solution should support Shopping Cart Facility.

3.24. The solution should support multi-institution/multi-channel/ multi-currency/ multi-participant/ multi merchant configuration. It should also have facility to support and monitor sub/super merchants with their nodes.

3.25. The solution should have the ability to process only authorization leg in a specific requirement where the authentication is done directly by merchant or through third party processors (TPP).

3.26. Reports - All reports / MIS should be easily downloadable and it should support output in .xls,.csv,.txt and .pdf formats with provision for password protection

3.27. Transaction report should contain settled & unsettled transactions. System should generate automated email for detailed Merchant statements for settlement, chargeback, chargeback representment, Chargeback reversals, Reserve RF etc at month's end (and for any period range)

3.28. Transaction Search Report should contain following - MID, TRN, ARN, date & time of transaction ,card type, card number, merchant name, chargeback data, reversal data, potential chargeback data, arbitration, partial & full refunds, settlement amount, charges, settlement date ,3 d secure status, reserve rolling fund amount, reserve rolling fund to be paid date and all other parameters.

3.29. Transaction History Report-it should allow to view /download all reports- Txn wise/ payment report / card type wise(Visa/ master/Rupay /other) / card category wise-Debit /Ldebit /credit (From date- to date), Chargeback (partial/ full) / RRF/

settlements/ GL- PL wise / refund (Partial / full) representment /reversal/ arbitration / 2nd chargeback / AMC etc.

3.30. Charge Back related Reports: Potential / Chargeback/ Pre arbitration / Arbitration / 2nd chargeback / Chargeback reversal/ good faith / compliance etc

3.31. The solution should provide web based transaction monitoring interface to display of transaction statistics which includes success ratio, business decline, technical decline, key merchant statistics, TPS, merchant/card system based profitability, transaction success/failure, chargeback/sales ratio etc.

3.32. Super and Sub Merchant Transaction Report-Detail

3.33. Statistics of min, max and average volumes, Merchant wise, Category wise, MCC wise, BIN wise

3.34. Alert based on transaction statistics and integration to the Bank's SMS and e-mail gateway

3.35. All the above mentioned reports should be available in other format also, which is not mentioned presently as per the requirement of the Bank. Report customization facility should be available in the system without any additional cost to the bank.

4. Risk profiling Reconciliation and Merchant Settlement

4.1. The solution should support all type of Payment Settlement Cycle i.e. T+1, T+2 etc. as per the Bank's requirement.

4.2. On daily basis chargeback are updated online in the system and refund processing should be blocked once chargeback is received on a transaction. Auto posting of chargeback based on classification (Reason Code, Institution, Merchant etc.).

4.3. Allow manual feeding of chargeback, representment data for any merchant incase of incoming file error.

4.4. The solution for interchange, settlement and chargeback should provide/ support

4.5. Complete chargeback management system as per the rules and regulations of the respective card associations (VISA, MasterCard, RuPay, etc.) with tracking and exception management features

4.6. Posting of VISA, MasterCard for 'In' and creation of 'Out' transactions

4.7. Creation of Settlement and Funding Reports

4.8. Reports on the chargeback life cycle

4.9. Support the following on VISA, MasterCard (IN and OUT files) for following also in the respective file formats/ frequency for other Card like – RuPay/ AMEX/ etc.

- Chargeback
- Charge back for certain type of un-authorised transactions
- Presentment
- Re-presentment

- Retrieval request
- Retrieval response
- Track fee / funds
- Pre-paid card settlement
- On-us card settlement
- Miscellaneous Transactions
- Staging of interchange file, multiple times a day

4.10. Facility to settle acquired transactions from the authorization file generated from the proposed solution and subsequently does reconciliation with the settlement file and initiate refunds for all voids

4.11. Facility to upload the currency tables in the system as specified by VISA, MasterCard, RuPay and other cards from time to time.

4.12. Facility to upload the BIN tables in the system as specified by VISA , MasterCard, RuPay and other cards. from time to time

4.13. Reports on settlement reconciliation

4.14. The settlement period can be customized for merchant/ group of merchant as under

- Same day
- Next Day/ Next Business Day
- 2nd Business Day
- 3rd Business Day
- Customized day

4.15. The settlement timing can be customized for merchant/ group of merchant as under

- Multi –day
- Consolidated

4.16. Automated processing of transaction files and generate outgoing file for VISA and Master Card, Rupay & other card, update the same in payment register for all currencies & prepare TTUM (bank's defined txt format for uploading in CBS)

4.17. Automated processing of Visa, Mastercard & Rupay incoming files and updated reconciliation, reversal register and chargeback register etc & prepare TTUM & give email to merchants for chargeback, potential Chargeback, pre-arbitration, Pre-compliance & arbitration with detail information.

4.18. Rolling reserve deduction & payment register. Rolling reserve fund should be deducted from daily payments and kept in a RRF account and on any due date (e.g. 90 days) all eligible entries should come in TTUM for RRF payment. Hold facility for Rolling reserve fund and availability of placing future payment date.

4.19. Flexibility in MDR calculation like defined percentage with min., max. Amount (below, above & for any range of amount), on the basis of card type

i.e.(VISA/Master/Rupay/AMEX etc) & on card category (i.e. local debit card, credit card, foreign card and commercial card), MDR borne by Card holder or Merchant & prepare unloadable file format to bank's CBS application or any other Application as per the Bank's requirement.

4.20. For foreign currency payment system should ask transaction date, & allow payments on later date for Visa/Master/Rupay/Maestro etc then put currency conversion rate(through incoming file), deduct RRF , MDR, Service Tax & prepare payment file . Also support manual feeding of currency conversation rate in case of any issue with incoming file.

4.21. Update presentment, arbitration, second chargeback, reversal, RRF data, due register, expiry register, chargeback history & all reversals & prepare file for the same & manual updating in case of error in incoming file.

4.22. Visa, Master card, Rupay incoming file should process in batch (For MC all file TT112,TT113,TT057 & TT140 etc), auto update foreign currency exchange rate for chargebacks, generate reversal entries in file and provide settlement report . Process Visa incoming file and provide settlement report and after verification generate reversal entries in file.

4.23. Manual payment of hold entry or unreconciled entry or any entry should be available.

4.24. Regenerate (Full or Partial) Network settlement files (BASEII/IPM etc).

4.25. Statement generation breakdown by networks.

4.26. Facility to send Presentments & Retrieval Request Responses for On Us transaction.

4.27. Facility to handle incoming chargeback & Retrieval Requests for On Us transaction.

4.28. Email to be sent for each real time transaction to the merchants designated email ID and message on his mobile number.

4.29. Facility to manually reverse any transaction which is already sent to network via clearing file.

4.30. Provision to calculate Rebates based on merchant turnover and apply during settlement.

5. Risk profiling Reconciliation and Merchant Settlement

5.1. The solution to have inbuilt comprehensive fraud monitoring solution with configurable rules and alerts and action mechanisms

5.2. The solution should be able to integrate with any of the Banks existing/future Fraud Management Systems like NPCI fraud monitoring system and VISA /Master /CBS or any other if Bank wishes to implement.

5.3. The solution should check for URL tampering while the request is sent for and other relevant information's

5.4. The solution should support velocity checks and should have the capability to check behavioral anomalies. The solution should allow fixing threshold at merchant level to prevent any misuse

5.5. Multiple transaction attempts from the same card – put limit merchant wise at Bank end

5.6. The system should be capable of generating the alerts for cross border transactions, foreign currencies transaction, commercial card alerts supported with reports.

5.7. System should have a provision to configure alert threshold and frequency

5.8. Date range/seasonal velocities and configurable Velocity Templates

5.9. Support for MasterCard MATCH, VISA TRACK for verification of merchant details.

6. Other Proposed Features

6.1. Classification based on Turnover - Platinum, Gold, Silver categories

6.2. SMS/Email/letter alerts (exception advices) for various events like:

- Total/Average Transaction Threshold Limit
- Total/Average Turnover per day

6.3. More flexible options to setup discount plan based on Brand, BIN, Product type, Off us, by Turn over, POS entry mode etc

6.4. Support automatic derivation of settlement date based on pre-defined holidays with amendable holiday list option.

6.5. Support transaction blocking for overseas BINS, tented BINs, non CVV2/2nd factor transactions based on bank's requirements

6.6. Support full EMV (VISA & MasterCard) merchant acquiring specifications for authorizations and settlement.

6.7. Multi-currency support for PG merchants. Various combinations required for Purchase, settlement and Payment currencies. Ability to handle transaction in one currency, settle with association in another currency and pay the merchant the currency as per his choice.

6.8. Differentiation between Physical and Internet acquiring business – at transaction, merchant, MCC level etc.

6.9. Flexibility to apply different MSF schemes for on-us and off-us cards (Product based, Volume based, Slab based, interchange).

6.10. Support for following elements of a merchant plan:

- Different Payment Frequencies
- Various Payment Methods
- Billing Frequency

- Statement Frequency
- Currency Code

6.11. Provision for settlements with the payment association, merchant and aggregators.

6.12. Merchant setup checks –Validations for both online and batch upload should be possible and provision for Batch Authorisations

B. Functionality/Requirement

1. Internet Payment Gateway Application

Solution should be capable of configuring Basic Setups

1.1 Ease of Merchant Integration

1.1.1 The architecture of the Internet Payment Gateway (IPG) solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the bank system.

1.1.2 Integration should happen through landing page from merchant website to ease the migration process of the existing merchants and parameter should come to us through URL posting.

1.1.3 The architecture should reduce or remove the dependency of technology kit for merchant integration, support all platforms i.e. Magento, PHP, ASP.NET, JSP, Perl, ROR, NOTE and shopping cart API in (i.e. Cubecart, Joomla, opencart, oscommerce, xcart, cs cart, zen cart, wordpress, whmcs, nop commerce, martjack, buildabazar, drupal, interspire, magento go, moodle, prestashop, virtuemart) etc.(Whatever currently available in the market.)

1.1.4 The system architecture to support any future integration with IPG should also be feasible with or without major change.

1.1.5 API for iFrame through which collect card credentials, accept payment on merchant check out page. iFrame integratrion should allow customer to make secure payment without leaving merchant's website

1.1.6 Necessary API and SDK is required to be shared with the Bank, existing merchant migration should be easily adoptable without any major change.

1.1.7 The API kit for integration with the merchant's website should have a landing page from the merchant's website to ease the migration process of the existing merchants.

1.1.8 The integration setup should support server to server communication, query payment gateway database for transaction status.

1.1.9 Our BOB PG transaction page should be designed using responsive web design approach, it should optimize the page for any device be it smart phones, tablets, desktops and laptops.

1.1.10 Payment page should contain Debit Card Credit Card as well as net banking payment option for net banking customization should be there to add any of our aggregator(like Citrus, Paytm, billdesk)

1.1.11 Hassel free migration of all existing merchants to new system with minimum technical changes required at merchant's end.

1.1.12 There should be customize template option of payment page (attached as excel file: PG_template.xlsx)

1.1.13 There should be no dependency of Base 24 Switch for authorization of transactions

1.1.14 The solution should provide customized SSL page for merchants. SSL page look and feel matching with merchant website and should have a provision of default SSL page.

1.1.15 The landing page should be a secure page where merchant can show options to process payment through following channels:

a. Debit card (through VBV, MSC and PIN for Rupay cards)
b. Credit card (through VBV and MSC)
c. Debit card + ATM PIN
d. Internet Banking
e. Mobile Banking (IMPS Pull / Push) merchant payment]
f. Prepaid cards
g. Mobile wallet

1.1.16 The following transaction types to be supported/ enabled for merchant and Bank both:

a. Sale
b. Refund (Full / Multiple Partial)
c. Void
d. Preauthorization
e. Authorization
f. Inquiry

1.2 System Admin features

1.2.1 The application should be PCI DSS compliant.

1.2.2 The License for the solution to be Enterprise which means unlimited client licenses for Bank's branches in India and its RRBs and subsidiaries and to support new channels during the contract period.

1.2.3 The solution should be implemented at Bank's Data Centre and Disaster Recovery Centre and should have a separate test set up

1.2.4 Add Card, View Card

1.2.5 View Velocity/Maintain Velocity, currency wise and period to be self defined by bank.

1.2.6 View and Maintain System Parameters and System Response Code

1.2.7 View and maintain lookup and 3D secure Mapping

1.2.8 Maintain maximum volume check and velocity (Merchant wise with currency). Dailly\Weekly\monthly\Period to be self defined by bank.

1.2.9 Register new Merchants, super\sub\independent, SSL\MOT

1.2.10 Mark Merchant Status as Pending or Rejected

1.2.11 Merchant Group Management, Modify Merchant, Regenerate Merchant Key

1.2.12 Associate/View and modify the Acquire

1.2.13 View/Add Card Type

1.2.14 Modify Merchant Status

1.2.15 Merchant Status Report

1.2.16 Merchant ECI Secure Code Matrix Mapping

1.2.17 Merchant ECI and VBV mapping

1.2.18 Reset MWI pin,

1.2.19 Merchant page should capture following information: Merchant type\Merchant Name\Address\URL\E Mail\Contact No\MCC\MPI ID\3D Secure -Y\N

1.2.20 Account no, Allowed Currency, E Banking -Y\N, NPCI password, Card Type allowed - Visa\MC\Rupay\Ammex\other,

1.2.21 MDR calculation card wise\category wise and support % with min\max amount, allow various cards MDR -L Debit credit card \ foreign card\Commercial card etc. recognize at transaction time and apply the MDR accordingly.

1.2.22 Also allow MDR for different range of transactions eg. for L Debit transaction between 0 to Rs. 2000 MDR will be 0.75% +S.T., for 2001 to 5000 - 1% for 5001 to 10000 - 1.1 % , 10000 and above 1.2%. Service tax added at merchant end - Y\N. RRF % ,

1.2.23 Merchant per transaction limit currency wise, no of transactions per card, allowed limit - daily\weekly\monthly\ period to be self defined by bank.

1.2.24 Check negative bin list -Y\N. check block bin\card -Y\N. card type allowed - domestic -Y\N. , international -Y\N, commercial -Y\N,

1.2.25 Add acquirer, retailer ID, retailer group, AMC, AMC received date, AMC due date, security deposit - amount\account no\date of deposit\remark\ due date\etc.

1.2.26 Setup fee - amount, date of deposit. Service Tax- Y\N. and %.

1.3 Acquirer Management Features

1.3.1 Add Acquirer

1.3.2 Add Acquirer details

1.3.3 View/Modify and delete acquirer details

1.4 Batch Job Execution and Control

1.4.1 Force Batch Job Execution

1.4.2 View Batch Log

1.4.3 Maintain Batch Job Parameters

1.4.4 Download and Upload files

1.4.5 Upload transaction files

1.4.6 View Batch Transaction File

1.4.7 Generate Refund \Chargeback\ RRF\Settlement Reports\Other reports.

1.5 Add/View Country and Currency Features

1.5.1 Add/View and disable Country from the console

1.5.2 Add currency, view currency\disable currency and conversion of currency features should be available in the application

1.6 Enhanced Risk Management Features

1.6.1 Query Stop List by Card Number\all Visa, Master, Rupay etc.

1.6.2 Add/Withdraw Cards to Stop List

1.6.3 List Card Stop List

1.6.4 Query\Add BIN Stop List\all all Visa, Master, Rupay

1.6.5 Withdraw BIN from Stop List

1.6.6 Query IP Stop List

1.6.7 Add IP to Stop List

1.6.8 Withdraw IP address from stop list

1.6.9 Negative bin or card list check at the time of transaction.

1.6.10 List IP stop list and upload negative\stop list

1.6.11 Process transaction only if specified conditions fulfilled: - merchant per transaction limit currency wise, no of transactions per card, allowed limit - daily\weekly\monthly\ period to be self defined by bank. check negative bin list - Y\N. check block bin\card -Y\N. card type allowed - domestic -Y\N. , international - Y\N, commercial -Y\N,

1.6.12 Date range/seasonal velocities and configurable Velocity Templates

1.6.13 Multiple transaction attempts from the same card, merchant wise blocking of domestic and international cards

1.6.14 Enable / Disable on screen log

1.6.15 Enable / Disable file log

1.6.16 Enable / Disable database log

1.6.17 Reset on screen log

1.6.18 Quick screen log – should show all transaction messages on screen, should have at least 100 transaction records on screen with limited data with no compromise to security. Option to clear the on screen log should be available to wipe the data as and when required.

1.6.19 File Log – All transaction has to be logged in to a flat file with a proper delimiter and in encrypted format.

1.6.20 Database log – All transaction has to be logged in to database with all required data.

1.6.21 The log setting should be changed through the configuration manager using a front-end. Any one log should always be available; no transaction should be performed without log. All logs data should be encrypted and stored, only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log.

1.6.22 No of Enterprise licenses should be unlimited

1.7 Improved MIS and Alert Mechanism

The merchant portal should provide the following features:

1.7.1 Display the profile of the merchant including name, address, email, phone no., address and designated account number.

1.7.2 Merchant can raise request for change in address, phone no., email, account number and Bank personnel to verify such requests from the admin module.

1.7.3 Merchant can raise support ticket from the portal for any issue faced in integration, payment, settlement and dispute.

1.7.4 Merchant can download reports (all transaction - settlement types, refund (partial and full), all Chargeback (Potential /arbitration /compliance/ 2nd CB), reversals, re-presentment RRF due and paid) from the portal for any user specified period.

1.7.5 Transaction report should contain settled & unsettled transactions.

1.7.6 Detail Transaction Search Report Merchant web interface & SAWI -text, CSV, PDF and view. Contains following - M ID\TRN\ARN\date & time of transaction \card type\card number\ merchant name\ chargeback data\ reversal data\ potential chargeback data\arbitration\partial & full refunds\settlement amount\charges\settlement date\cvv\cvc\3 d secure\rrf amount\ rrf to be paid date and all other parameters.

1.7.7 Basic Transaction search report

1.7.8 Advanced Transaction Search Report

1.7.9 Search Transaction with Card no

1.7.10 Search for pre auth transactions

1.7.11 "Merchant Snapshot Summary Report - merchant name wise total transaction no & amount & date it period it should be merchant wise and all merchant

1.7.12 Refund Report

1.7.13 Transaction History Report-it should allow to view /download all reports- Txn wise/ payment report / card type wise(Visa/ master/Rupae /other) / card category wise- Debit /Ldebit /credit (From date- to date), Chargeback (partial/ full) / RRF/ settlements/ GL- PLwise / refund (Partial / full) re-presentment /reversal/ arbitration / 2nd chargeback / AMC etc.

1.7.14 ChargeBack Report: Potential / Chargeback/ Pre arbitration/Arbitartion/2nd chargeback / Chargeback reversal/ good faith / compliance etc

1.7.15 Transaction of Active Cards

1.7.16 Merchant Activity Status Report

1.7.17 Merchant Category Transaction Status Report

1.7.18 BIN wise Transaction Report

1.7.19 Super and Sub Merchant Transaction Report-Detail

1.7.20 Statistics of min, max and average volumes, Merchant wise, Category wise, MCC wise

1.7.21 Supports SMS and Email alerts for each transaction to customer and merchant.

1.7.22 System should have a provision to configure alert threshold and frequency

1.7.23 Alert based on transaction statistics (e.g. based on transaction status)

1.7.24 Real time System health(Fatal errors/exceptions) alerts

1.7.25 Configurable Settlement Lead days - Option for a bank user to parameterize the total number of days, that will be elapsed from the time of file delivery to the settlement date

1.7.26 Support automatic derivation of settlement date based on pre-defined holidays

1.7.27 Calculation of MDR at the time of transaction if it is born by customer & on the basis of - Card Type allowed (Visa\MC\Rupay\Ammex\other), MDR calculation card wise\category wise and support % with min\max amount, allow various cards MDR -L Debit credit card \ Foreign card\Commercial card etc. recognize at transaction time and apply the MDR accordingly.

1.7.28 Also allow MDR for different range of transactions eg. for L Debit transaction between 0 to Rs. 2000 MDR will be 0.75% +S.T., for 2001 to 5000 - 1% for 5001 to 10000 - 1.1 % , 10000 and above 1.2%. Service tax added at merchant end - Y\N.

1.7.29 Process transaction only if specified conditions fulfilled: - merchant per transaction limit currency wise, no of transactions per card, allowed limit - daily\weekly\monthly\ period to be self defined by bank. check negative bin list - Y\N. check block bin\card -Y\N. card type allowed - domestic -Y\N. , international - Y\N, commercial -Y\N,

1.7.30 The solution should provide web base transaction monitoring interface to display of transaction statistics which includes success ratio, key merchant statistics, TPS

1.7.31 Real Time Transaction Monitoring and analysis, interface should supports filters based on MID, Card Type, transaction status etc for SAWI and MWI

1.7.32 IPG solution should show the current status of the system in display as below

1.7.33 Number of transaction processed from start to current

1.7.34 Transactions per second TPS

1.7.35 Number of success transaction

1.7.36 Number of status unknown transaction

1.7.37 Number of failed transaction with response code

1.7.38 Total running time in hours, minutes and seconds

1.7.39 Business decline transactions for the day/month/year

1.7.40 Technical decline transactions for the day/month/year

1.8 Different Flavor Card Acceptance and Other Payment Mode Availability

1.8.1 System should support different card variant and should support internet banking, mobile banking and other payment platform

1.9 Multi Time Zone Support

1.9.1 System should support multi time zone IST configuration

1.10 Multi currency Support

1.10.1 System should support multi currency transaction

2. Merchant Management System (MMS)

2.1 Automated processing of transaction files and generate outgoing file for VISA and Master Card & update the same in payment register for all currencies & prepare TTUM

2.2 Automated processing of MasterCard & Visa incoming files and updated reconciliation, reversal register and chargeback register etc & prepare TTUM

2.3 MMS should support INR payments with facilities like any transaction hold

2.4 Rolling reserve deduction & payment register. Rolling reserve fund should be deducted from daily payments and kept in a RRF account and on any due date (e.g. 90 days) all eligible entries should come in TTUM for RRF payment.

2.5 Hold facility for Rolling reserve fund and availability of placing future payment date

2.6 Flexibility in MDR calculation like defined percentage with min., max. Amount (below, above & for any range of amount), on the basis of card type i.e.(VIsa/Master/Rupay/Amex etc) & on card category (i.e. local debit card, credit card, foreign card and commercial card), MDR borne by Card holder or Merchant.

2.7 For foreign currency payment system should ask transaction date, Visa/Master/RuPay/Maestro etc then ask currency conversion rate, deduct RRF , MDR, Service Tax & prepare payment TTUM

2.8 MMS should support Foreign currency payments with hold register and later entry of currency conversion rate & allow payments on later date with RRF debit and generate these entry in TTUM

2.9 Update presentment, arbitration, second chargeback, reversal, RRF data, due register, expiry register, chargeback history & all reversals & prepare TTUM for the same

2.10 Generate TTUM for 1st and 2nd chargeback ,chargeback charges, Re-presentment, Reversal and Arbitration etc

2.11 Master card incoming file should process in batch (For all file TT112,TT113 & TT140), allow to put foreign currency exchange rate for chargeback, generate reversal entries in TTUM and provide settlement report

2.12 Process Visa incoming file and provide settlement report and after verification generate reversal entries in TTUM

2.13 From Master Card incoming TT057 file system should take exchange rate date wise

2.14 Manual payment of hold entry or un-reconciled entry or any entry should be available.

2.15 MMS should generate automated email for detailed Merchant statements at month's end in .xls, .csv, text and PDF(password protected)

2.16 Merchant statement should be generated with To and From Date option for any merchant or all merchant

2.17 Under fee option, system should generate alert for due fee type like AMC

2.18 Application should have configurable merchant application features. SAWI to auto update MMS for new merchants detail on daily basis.

2.19 On successful on boarding automatically generate and email Merchant welcome letter to the merchant

2.20 Configurable scoring system to assess merchant before on-boarding

2.21 Facility to check duplicate merchant applications

2.22 Facility to differentiate between Purchase transaction and Cash transaction in case of manual charge slip entry

2.23 Facility to manually reverse any transaction which is already sent to network via clearing file

2.24 Regenerate (Full or Partial) Network settlement files (BASEII/IPM etc)

2.25 Create Fee Plan and attach the plan to Merchant - Fee plan can be configurable in the systems with below features

- Admin Fee,
- Terminal Rentals Fee,

- Periodic Fees,
- Statement Fees,
- Merchant sign up Fee,
- AMC / Annual Fee,
- 24/7 support Fee,
- Payment Type Fee,
- Merchant Portal Usage Fee,
- Fee based on Payment Mode etc.
- Specify active date range against each type of fee in the fee plan

2.26 Option to post a fee amount manually with description

2.27 More flexible payment frequency (Daily/Weekly/fortnightly/Monthly), configurable at institution and merchant level

2.28 Calculate Rebates based on merchant turnover and apply during settlement

2.29 Auto posting of chargeback based on classification (Reason Code, Institution, Merchant)

2.30 Hold and Auto release payments at transactional and merchant levels

2.31 Multicurrency Settlement

2.32 Generate statements at Chain, Merchant and Outlet levels

2.33 Sophisticated statements to capture Discount, Rebate and Fee details

2.34 Statement breakdown by networks

2.35 Multicurrency Statements

2.36 Facility to send Presentments & Retrieval Request Responses for On Us transaction

2.37 Facility to handle incoming chargeback & Retrieval Requests for On Us transaction

2.38 Portal for Business Operations to perform activities like:

- Search & view Merchant, Outlet, Terminal details
- Latest 5 settlements with drill down facility for each batch
- Place Service requests like Statement Request, Complaints, Inquiry about discount plan etc
- Service request tracking system, SLA, Escalation levels

2.39 Self Care Portal for Merchant to Activities like

- View Statements when statements are generated
- View Settlement/Payment Details
- View rejected or returned payments
- View Disputed Transactions
- Upload/Download scanned images of charge slip and documents

- Able to raise merchant complaints

2.40 Other Features

- Classification based on Turnover - Platinum, Gold, Silver categories
- SMS/Email/letter alerts (exception advices) for various events like:
  a. Total/Average Transaction Threshold Limit
  b. Total/Average Turnover per day
- More flexible options to setup discount plan based on
- Brand, BIN, Product type, Off Us, by Turn over, POS entry mode etc

2.41 Admin Module Features

The admin module available to the bank should provide the following features:

- Add card type for individual merchants.
- Add currency / country for individual merchants.
- Set velocity check / threshold limit, value and volume for individual merchants on per transaction, total daily limit, monthly limit (period to be self-defined by bank).
- From MMS all data should come ,reflecting each day credit entry in the designated account number, with rolling reserve funds, hold amount, etc. with facility to download the settlement report.
- Similar, for chargeback and download report for chargeback, for any user specified period.
- From MMS all data should come to PG to make a transaction marked as chargeback, with due date details.
- Email to be sent for each real time transaction to the merchants designated email ID and message on his mobile no.
- Direct support for integration, technical issues. Training and manual for help.

Technical Scoring Sheet: Technical Criteria Compliance for Implementation and Maintenance of Internet Payment Gateway (IPG) Solution (For each feature if customization is required no marks shall be allotted and if customization is not required and the feature is readily available then 1 mark shall be allotted)

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
1	Solution should be capable of configuring Basic Setups		
1.1	Ease of Merchant Integration		
1.2	The architecture of the Internet Payment Gateway (IPG) solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	the bank system.		
1.3	Integration should happen through landing page from merchant website to ease the migration process of the existing merchants and parameter should come to us through URL posting.		
1.4	The architecture should reduce or remove the dependency of technology kit for merchant integration, support all platforms i.e. Magento, PHP, ASP.NET, JSP, Perl, ROR, NOTE and shopping cart API in (i.e. Cubecart, Joomla, opencart, oscommerce, xcart, cs cart, zen cart, wordpress, whmcs, nop commerce, martjack, buildabazar, drupal, interspire, magento go, moodle, prestashop, virtuemart) etc.(Whatever currently available in market.)		
1.5	The system architecture to support any future integration with IPG should also be feasible with or without major change.		
1.6	API for iFrame through which collect card credentials, accept payment on merchant check out page. iFrame integration should allow customer to make secure payment without leaving merchant's website		
1.7	Necessary API and SDK is required to be shared with the Bank existing merchant migration should be easily adoptable without any major change.		
1.8	The API kit for integration with the merchant's website should have a landing page from the merchant's website to ease the migration process of the existing merchants.		
1.9	The integration setup should support server to server communication, query payment gateway database for transaction status.		
1.10	Our transaction page should be designed using responsive web design approach, it should optimize the page for any device be it smart phones, tablets, desktops and laptops.		
2	Payment page should contain Debit Card / Credit Card as well as net banking payment option. for net banking customisation should be there to add any of our aggregator(like Citrus, Paytm, billdesk)		
2.1	Hassel free migration of all existing merchants to new system with minimum technical changes		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	required at merchant's end.		
2.2	There should be customize template option of payment page		
2.3	There should be no dependency of Base 24 Switch for authorization of transactions.		
2.4	The solution should provide customized SSL page for merchants. SSL page look and feel matching with merchant website and should have a provision of default SSL page.		
2.5	The landing page should be a secure page where merchant can show options to process payment through following channels		
2.6	Debit card (through VBV, MSC and PIN for Rupay cards)		
2.7	Credit card (through VBV and MSC)		
2.8	Debit card + ATM PIN		
2.9	Internet Banking		
2.10	Mobile Banking (IMPS Pull / Push) merchant payment		
2.11	Prepaid cards		
2.12	Mobile wallet		
3	The following transaction types to be supported enabled for merchant and Bank both:		
3.1	Sale		
3.2	Refund (Full / Multiple Partial)		
3.3	Void		
3.4	Preauthorization		
3.5	Authorization		
3.6	Capture at merchant end		
3.7	Inquiry		
4	System Admin features		
4.1	The application should be PCI DSS compliant.		
4.2	The License for the solution to be Enterprise which means unlimited client licenses for Bank's branches in India and its RRBs and subsidiaries and to support new channels during the contract period.		
4.3	The solution should be implemented at Bank's Data Centre and Disaster Recovery Centre and should have a separate test set up.		
4.4	Add Card, View Card		
4.5	View Velocity/Maintain Velocity, currency wise and period to be self defined by bank		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
4.6	View and Maintain System Parameters and System Response Code		
4.7	View and maintain lookup and 3D secure Mapping		
4.8	Maintain maximum volume check and velocity (Merchant wise with currency). Daily\Weekly\monthly\Period to be self defined by bank		
4.9	Register new Merchants, super\sub\independent, SSL\MOTO		
4.10	Mark Merchant Status as Pending or Rejected		
4.11	Merchant Group Management, Modify Merchant, Regenerate Merchant Key		
4.12	Associate/View and modify the Acquirer		
4.13	View/Add Card Type		
4.14	Modify Merchant Status		
4.15	Merchant Status Report		
4.16	Merchant ECI Secure Code Matrix Mapping		
4.17	Merchant ECI and VBV mapping		
4.18	Reset MWI pin		
4.19	Merchant page should capture following information: Merchant type\Merchant Name\Address\URL\E Mail\Contact No\MCC\MPI ID\3D Secure -Y\N		
4.20	Account no., Allowed Currency, E Banking -Y\N, NPCI password, Card Type allowed - Visa\MC\Rupay\Ammex\other,		
4.21	MDR calculation card wise\category wise and support % with min\max amount, allow various cards MDR -L Debit credit card \ Foreign card\Commercial card etc. recognize at transaction time and apply the MDR accordingly.		
4.22	Also allow MDR for different range of transactions eg. for L Debit transaction between 0 to Rs. 2000 MDR will be 0.75% +S.T., for 2001 to 5000 - 1% for 5001 to 10000 - 1.1 % , 10000 and above 1.2%. Service tax added at merchant end -Y\N. RRF % ,		
4.23	Merchant per transaction limit currency wise, no of transactions per card, allowed limit - daily\weekly\monthly\ period to be self defined by bank.		
4.24	check negative bin list -Y\N. check block bin\card		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	-Y\N. card type allowed - domestic -Y\N. , international -Y\N, commercial -Y\N,		
4.25	Add acquirer , retailer ID, retailer group , AMC, AMC received date, AMC due date, security deposit - amount\account no\date of deposit\remark\ due date\etc.		
5	Setup fee - amount, date of deposit. Service Tax-Y\N. and %.		
5.1	Acquirer Management Features		
5.2	Add Acquirer		
5.3	Add Acquirer details		
6	View/Modify and delete acquirer details"		
6.1	Batch Job Execution and Control		
6.2	Force Batch Job Execution		
6.3	View Batch Log		
6.4	Maintain Batch Job Parameters		
6.5	Download and Upload files		
6.6	Upload transaction files		
6.7	View Batch Transaction File		
7	Generate Refund \Chargeback\ RRF\Settlement Reports\Other reports.		
7.1	"Add/View Country and Currency Features		
7.2	Add/View and disable Country from the console		
8	Add currency, view currency\disable currency and conversion of currency features should be available in the application"		
8.1	Enhanced Risk Management Features		
8.2	Query Stop List by Card Number\all Visa, Master, Rupay etc.		
8.3	Add/Withdraw Cards to Stop List		
8.4	List Card Stop List		
8.5	Query\Add BIN Stop List\all Visa, Master, Rupay		
8.6	Withdraw BIN from Stop List		
8.7	Query IP Stop List		
8.8	Add IP to Stop List		
8.9	Withdraw IP address from stop list		
8.10	Negative bin or card list check at the time of transaction.		
8.11	List IP stop list and upload negative\stop list		
8.12	Process transaction only if specified conditions fulfilled: - merchant per transaction limit currency wise, no of transactions per card, allowed limit - daily\weekly\monthly\ period to be self defined by		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	bank. check negative bin list -Y\N. check block bin\card -Y\N. card type allowed - domestic -Y\N. , international -Y\N, commercial -Y\N,		
8.13	Date range/seasonal velocities and configurable Velocity Templates		
8.14	Multiple transaction attempts from the same card, merchant wise blocking of domestic and international cards		
8.15	Enable / Disable on screen log		
8.16	Enable / Disable file log		
8.17	Enable / Disable database log		
8.18	Reset on screen log		
8.19	Quick screen log – should show all transaction messages on screen, should have at least 100 transaction record on screen with limited data with no compromise to security. Option to clear the on screen log should be available to wipe the data as and when required.		
8.20	File Log – All transaction has to be logged in to a flat file with a proper delimiter and in encrypted format.		
8.21	Database log – All transaction has to be logged in to database with all required data.		
8.22	The log setting should be changed through the configuration manager using a front-end. Any one log should always be available; no transaction should be performed without log. All logs data should be encrypted and stored, only through the front-end tool designed to view the log should be capable of displaying the data, no plain text should be stored in the log.		
9	No of Enterprise licenses should be unlimited		
9.1	Improved MIS and Alert Mechanism		
9.2	"The merchant portal should provide the following features:		
9.3	Display the profile of the merchant including name, address, email, phone no., address and designated account number.		
9.4	Merchant can raise request for change in address, phone no., email, account number and Bank personnel to verify such requests from the admin module.		
9.5	Merchant can raise support ticket from the portal		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	for any issue faced in integration, payment, settlement and dispute.		
9.6	Merchant can download reports (all transaction - settlement types, refund (partial and full), all Chargeback (Potential /arbitration /compliance/ 2nd CB), reversals , representment ,RRF due and paid) from the portal for any user specified period.		
9.7	Transaction report should contain settled & unsettled transactions.		
9.8	Detail Transaction Search Report Merchant web interface & SAWI -text, CSV, PDF and view. Contains following - M ID\TRN\ARN\date & time of transaction \card type\card number\ merchant name\ chargeback data\ reversal data\ potential change back data\arbitration\partial & full refunds\settlement amount\charges\settlement date\cvv\cvc \3 d secure\rrf amount\ rrf to be paid date and all other parameters.		
9.9	If merchant using auth mode then facility to initiate capture should be available at merchant login. Otherwise auto capture should be there.		
9.10	Basic Transaction search report		
9.11	Advanced Transaction Search Report		
9.12	Search Transaction with Card no		
9.13	Search for pre auth transactions		
9.14	Merchant Snapshot Summary Report - merchant name wise total transaction no & amount & date it period it should be merchant wise and all merchant		
9.15	Refund Report		
9.16	Transaction History Report-it should allow to view /download all reports- Txn wise/ payment report / card type wise(Visa/ master/Rupay /other) / card category wise-Debit /Ldebit /credit (From date- to date), Chargeback (partial/ full) / RRF/ settlements/ GL- PL wise / refund (Partial / full) representment /reversal/ arbitration / 2nd chargeback / AMC etc.		
9.17	Chargeback Report: Potential / Chargeback/ Pre arbitration / Arbitration / 2nd chargeback / Chargeback reversal/ good faith / compliance etc		
9.18	Transaction of Active Cards		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
9.19	Merchant Activity Status Report		
9.20	Merchant Category Transaction Status Report		
9.21	BIN wise Transaction Report		
9.22	Super and Sub Merchant Transaction Report-Detail		
9.23	Statistics of min, max and average volumes, Merchant wise, Category wise, MCC wise		
9.24	Supports SMS and Email alerts for each transaction to customer and merchant.		
9.25	System should have a provision to configure alert threshold and frequency		
9.26	Alert based on transaction statistics (e.g based on transaction status)		
9.27	Real time System health(Fatal errors/exceptions) alerts		
9.28	Configurable Settlement Lead days - Option for a bank user to parameterize the total number of days, that will be elapsed from the time of file delivery to the settlement date		
9.29	Support automatic derivation of settlement date based on pre-defined holidays		
9.30	Calculation of MDR at the time of transaction if it is born by customer & on the basis of - Card Type allowed (Visa\MC\Rupay\Ammex\other), MDR calculation card wise\category wise and support % with min\max amount, allow various cards MDR -L Debit credit card \ Foreign card\Commercial card etc. recognize at transaction time and apply the MDR accordingly. Also allow MDR for different range of transactions eg. for L Debit transaction between 0 to Rs. 2000 MDR will be 0.75% +S.T., for 2001 to 5000 - 1% for 5001 to 10000 - 1.1 % , 10000 and above 1.2%. Service tax added at merchant end -Y\N.		
9.31	Process transaction only if specified conditions fulfilled: - merchant per transaction limit currency wise, no of transactions per card, allowed limit - daily\weekly\monthly\ period to be self defined by bank. check negative bin list -Y\N. check block bin\card -Y\N. card type allowed - domestic -Y\N. , international -Y\N, commercial -Y\N,		
9.32	The solution should provide web base transaction monitoring interface to display of transaction statistics which includes success ratio, key		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	merchant statistics, TPS		
9.33	Real Time Transaction Monitoring and analysis, interface should supports filters based on MID, Card Type, transaction status etc for SAWI and MWI		
9.34	IPG solution should show the current status of the system in display as below		
9.35	Number of transaction processed from start to current		
9.36	Transactions per second TPS		
9.37	Number of success transaction		
9.38	Number of status unknown transaction		
9.39	Number of failed transaction with response code		
9.40	Total running time in hours, minutes and seconds		
9.41	Business decline transactions for the day/month/year		
10	Technical decline transactions for the day/month/year		
10.1	Different Flavour Card Acceptance and Other Payment Mode Availability		
11	System should support different card variant and should support internet banking, mobile banking and other payment platform		
11.1	Multi Time Zone Support		
11.2	System should support multi time zone IST configuration		
12	Able to process transactions of multiple time zones in the same instance		
12.1	Multi Institution Zone Support		
13	Support multi institution transaction processing in the same instance		
13.1	Multi currency Support		
14	System should support multi currency transaction		
14.1	Merchant Management System (MMS)		
14.2	Automated processing of transaction files and generate outgoing file for VISA and Master Card & update the same in payment register for all currencies & prepare TTUM		
14.3	Automated processing of Mastercard & Visa incoming files and updated reconciliation, reversal register and chargeback register etc & prepare TTUM		
14.4	MMS should support INR payments with facilities		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	like any transaction hold		
14.5	Rolling reserve deduction & payment register. Rolling reserve fund should be deducted from daily payments and kept in a RRF account and on any due date (e.g. 90 days) all eligible entries should come in TTUM for RRF payment.		
14.6	Hold facility for Rolling reserve fund and availability of placing future payment date		
14.7	Flexibility in MDR calculation like defined percentage with min., max. amount (below, above & for any range of amount), on the basis of card type i.e.(Visa/Master/Rupay/Amex etc) & on card category (i.e. local debit card, credit card, foreign card and commercial card), MDR borne by Card holder or Merchant.		
14.8	For foreign currency payment system should ask transaction date, Visa/Master/Rupay/Maestro etc then ask currency conversion rate, deduct RRF , MDR, Service Tax & prepare payment TTUM		
14.9	MMS should support Foreign currency payments with hold register and later entry of currency conversion rate & allow payments on later date with RRF debit and generate these entry in TTUM, format is enclosed.		
15	In charge back system should generate daily entry in TTUM for debit and email to merchants		
15.1	Update presentment, arbitration, second chargeback, reversal, RRF data, due register, expiry register, chargeback history & all reversals & prepare TTUM for the same		
15.2	Generate TTUM for 1st and 2nd chargeback ,chargeback charges, Representment, Reversal and Arbitration etc		
15.3	Master card incoming file should process in batch (For all file TT112,TT113 & TT140), allow to put foreign currency exchange rate for chargebacks, generate reversal entries in TTUM and provide settlement report		
15.4	Process Visa incoming file and provide settlement report and after verification generate reversal entries in TTUM		
15.5	From Master Card incoming TT057 file system should take exchange rate date wise		
15.6	Manual payment of hold entry or unreconciled		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	entry or any entry should be available.		
15.7	MMS should generate automated email for detailed Merchant statements at month's end in .xls, .csv, text and PDF(password protected)		
15.8	Merchant statement should be generated with To and From Date option for any merchant or all merchant		
15.9	Under fee option, system should generate alert for due fee type like AMC		
16	Application should have configurable merchant application features. SAWI to auto update MMS for new merchants detail on daily basis.		
16.1	On successful on boarding automatically generate and email Merchant welcome letter to the merchant		
16.2	Configurable scoring system to assess merchant before on-boarding		
16.3	Facility to check duplicate merchant applications		
16.4	Facility to differentiate between Purchase transaction and Cash transaction in case of manual charge slip entry		
16.5	Facility to manually reverse any transaction which is already sent to network via clearing file		
17	Regenerate (Full or Partial) Network settlement files (BASEII/IPM etc)		
17.1	Create Fee Plan and attach the plan to Merchant.		
17.2	Fee plan can configure"The merchant portal should provide the following features:		
17.3	Admin Fee		
17.4	Terminal Rentals Fee,		
17.5	Periodic Fees,		
17.6	Statement Fees,		
17.7	Merchant sign up Fee,		
17.8	AMC / Annual Fee,		
17.9	24/7 support Fee,		
18	Payment Type Fee,		
18.1	Merchant Portal Usage Fee,		
18.2	Fee based on Payment Mode etc.		
18.3	Specify active date range against each type of fee in the fee plan		
18.4	Display the profile of the merchant including name, address, email, phone no., address and designated account number.		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
18.5	Merchant can raise request for change in address, phone no., email, account number and Bank personnel to verify such requests from the admin module.		
18.6	Merchant can raise support ticket from the portal for any issue faced in integration, payment, settlement and dispute.		
18.7	Merchant can download reports (all transaction - settlement types, refund (partial and full), all Chargeback		
18.8	(Potential /arbitration /compliance/ 2nd CB), reversals , representment ,RRF due and paid) from the portal for any user specified period.		
18.9	Transaction report should contain settled & unsettled transactions."		
19	Specify active date range against each type of fee in the fee plan		
19.1	Option to post a fee amount manually with description		
19.2	More flexible payment frequency (Daily/Weekly/fortnightly/Monthly), configurable at institution and merchant level		
19.3	Calculate Rebates based on merchant turnover and apply during settlement		
19.4	Auto posting of chargeback based on classification (Reason Code, Institution, Merchant)		
19.5	Hold and Auto release payments at transactional and merchant levels		
19.6	Multicurrency Settlement		
19.7	Generate statements at Chain, Merchant and Outlet levels		
19.8	Sophisticated statements to capture Discount, Rebate and Fee details		
20	Statement breakdown by networks		
20.1	Multicurrency Statements		
20.2	Facility to send Presentments & Retrieval Request Responses for On Us transaction		
20.3	Facility to handle incoming chargeback & Retrieval Requests for On Us transaction		
20.4	Portal for Business Operations to perform activities like:		
21	Search & view Merchant, Outlet, Terminal details		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
21.1	Latest 5 settlements with drill down facility for each batch		
21.2	Place Service requests like Statement Request, Complaints, Inquiry about discount plan etc		
21.3	Service request tracking system, SLA, Escalation levels"		
21.4	Self Care Portal for Merchant to Activities like		
21.5	View Statements when statements are generated		
21.6	View Settlement/Payment Details		
22	View rejected or returned payments		
22.1	View Disputed Transactions		
23	Upload/Download scanned images of charge slip and documents		
23.1	Able to raise merchant complaints"		
23.2	Other Features		
23.3	Classification based on Turnover - Platinum, Gold, Silver categories		
23.4	SMS/Email/letter alerts (exception advices) for various events like:		
24	Total/Average Transaction Threshold Limit		
24.1	Total/Average Turnover per day		
24.2	More flexible options to setup discount plan based on		
24.3	Brand, BIN, Product type, Off Us, by Turn over, POS entry mode etc		
24.4	Admin Module Features		
24.5	Add card type for individual merchants		
24.6	Add currency / country for individual merchants.		
24.7	Set velocity check / threshold limit, value and volume for individual merchants on per transaction, total daily limit, monthly limit		
24.8	(period to be self-defined by bank).		
24.9	From MMS all data should come ,reflecting each day credit entry in the designated account number, with rolling reserve funds, hold amount, etc. with facility to download the settlement report. Similar, for chargeback and download report for chargeback, for any user specified period.		
24.10	Similar, for chargeback and download report for chargeback, for any user specified period.		
24.11	From MMS all data should come to PG to make a transaction marked as chargeback, with due date		

Sr. No	Scope and Requirement	Customization Required (Yes/No)	If Yes, Time Required
	details.		
24.12	Email to be sent for each real time transaction to the merchants designated email ID and message on his mobile no.		
24.13	Direct support for integration, technical issues. Training and manual for help.		

Annexure 12 - Service Levels

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Onsite support engineer(L2 level) for initial 1 year for smooth rollout, issue redressal, handholding, training etc. Thereafter rate contract for L2 level engineer
- Time bound problem addressing team (onsite / offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/Visa/Master Card/NPCI towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a **minimum uptime of 99.5%**, calculated on a monthly basis. Application availability along with the requisite hardware /appliance (as provided by the vendor) will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	2% of cost of monthly maintenance charges
98.5% =< A < 99%	5% of cost of monthly maintenance charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly maintenance charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the Monthly Maintenance Charges** and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

Annexure 13 -Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The General Manager(IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS M/S …… (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. …… dated …….. (hereinafter referred to as "PO") for …….. ……

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. …….. Dated …….. for …… …… (hereinafter referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs……./- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE, ……..……,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's ..... Office at …… and a branch interaliaat..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) .....through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ……...../- (Rupees …….. only) against any loss or

damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs……/-.(Rupees …… …… only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ……..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ……/-(Rupees…… …… only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
    a) our liability under this Guarantee shall not exceed Rs. ……./- (Rupees ……only)
    b) this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
    c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the …… day of …….., 20…..

For and on behalf of

Branch Manager
Seal and Address

Annexure 14 - Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To

The General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Dear Sir,

WHEREAS …….…… (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ……..., (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. …… dated ……. (hereinafter referred to as "PO") for ……. …….

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. ……/- (Rupees …… only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ……/- (Rupees …… only)representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we ……. (Bank) having our head office at …… and amongst other places, a branch at …….. (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ……..……. (bank) shall on demand, pay BOB without any demur Rs. ……/- (Rupees …… only)and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written

demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOBof the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ……/- (Rupees …… only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. …… (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 201 at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation .....

Annexure 15 – Commercial Bid Format

SL.No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
1	Enterprise License* Cost	0.00	X	X	X	X	X	0.00
2	Implementation Cost	0.00	X	X	X	X	X	0.00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
4	Any Other (HW & Appliance)**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Onsite Support Charges	X	0.00	0.00	0.00	0.00	0.00	0.00
Total								**0.00**

Note

a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.

b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

d. All Deliverables to be supplied as per RFP requirements provided in the tender

e. The Service Charges need to include all services and other requirement as mentioned in the RFP

f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

g. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Service Tax, VAT / CST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid on actual on production of original receipt

8. *Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international

9. ** Details of the Bill of material to be provided for HW & appliance if any proposed for the solution along with the commercial bid.

10. Onsite Support for the solution will be 24x7 and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail

onsite support services and number of support engineers at person day cost given. However , for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 16 – Masked Commercial Bid Format

SL.No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
1	Enterprise License* Cost	X	X	X	X	X	X	X
2	Implementation Cost	X	X	X	X	X	X	X
3	ATS (Annual Technical Support)	X	X	X	X	X	X	X
4	Any Other (HW & Appliance)**	X	X	X	X	X	X	X
5	Onsite Support Charges	X	X	X	X	X	X	X
Total								**X**

Note

1. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
2. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
3. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
4. All Deliverables to be supplied as per RFP requirements provided in the tender
5. The Service Charges need to include all services and other requirement as mentioned in the RFP
6. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
7. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Service Tax, VAT / CST & Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid on actual on production of original receipt
8. ***Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international**
9. **** Details of the Bill of material to be provided for HW & appliance if any proposed for the solution along with the commercial bid.**

10. **Onsite Support for the solution will be 24x7 and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given. However , for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered**

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 17 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ , Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour , any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any

such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information · provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Bank of Baroda

(ii) A confirmed guarantee by an Indian Nationalised Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall· be liable to pay compensation for any loss ·or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent Monitors

7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER	BIDDER
Name of the Officer:	Chief Executive Officer
Designation:	Department:
Witness	Witness
1. _____	1. _____
2. _____	2. _____